

**IN THE UNITED STATES DISTRICT COURT FOR THE  
WESTERN DISTRICT OF PENNSYLVANIA**

WITCO CORPORATION,	)	Civil No. 96-110E
	)	
Plaintiff,	)	
	)	Misc. No. 96-75E
v.	)	
	)	<b>ASSIGNMENT OF JUDGMENT</b>
HERZOG BROTHERS TRUCKING, INC.,	)	
	)	Filed on Behalf of Garnishee,
Defendant,	)	National City Bank
	)	
v.	)	Counsel for Garnishee:
	)	
NATIONAL CITY BANK OF PENNSYLVANIA,	)	C. James Zeszutek, Esq.
	)	Pa. I.D. No. 22071
	)	
Garnishee.	)	Jeffrey J. Conn, Esq.
	)	Pa. I.D. No. 56198
	)	
	)	THORP REED & ARMSTRONG, LLP
	)	One Oxford Centre
	)	301 Grant Street, 14 <sup>th</sup> Floor
	)	Pittsburgh, PA 15219-1425

**ASSIGNMENT OF JUDGMENT**

This Assignment of Judgment (the "Assignment") is made this 28<sup>th</sup> day of December, 2005, by and among Chemtura Corporation ("Chemtura"), formerly known as Crompton Corporation ("Crompton"), successor-in-interest to Witco Corporation ("Witco") and National City Bank of Pennsylvania ("National City") for and in consideration of the amount of the principal of five-hundred and nine thousand, two-hundred and sixteen dollars and fifty-two cents (\$509,216.52), plus the agreed-upon accrued interest in the amount of three-hundred thousand dollars (\$300,000.00) and record costs, and any other good and valuable consideration in hand paid by National City to Chemtura.

On the date hereof, Chemtura is the sole holder and owner of the Judgment in the principal amount of \$509,216.52, entered against Herzog Brothers Trucking, Inc. in the above captioned case on June 5, 1996 in the above captioned court (the "Judgment"), and Chemtura has not previously transferred or assigned said Judgment and does hereby sell, assign, transfer and set over to National City the above stated Judgment, together with all moneys due or to become due thereon or on the underlying agreements and instruments upon which the Judgment is expressly based, if any, and with full power to collect the same, if any, except as expressly limited herein, and Chemtura hereby authorizes the Clerk of the United States District Court for the Western District of Pennsylvania to enter this Assignment of record.

This Assignment is limited to the amount paid by National City to Chemtura (\$809,216.52) and Chemtura retains all rights in the Judgment, including all rights of collection, in excess of that amount. Upon execution of this Assignment and payment of the funds due pursuant to this assignment, additional accrued interest is owed to Witco/Chemtura by Herzog Brothers in the amount of \$42,025.69. Notwithstanding this Assignment, Chemtura retains the right to pursue any and all independent collection efforts against Herzog Brothers in order to collect this remaining interest due on the Judgment, as well as any additional interest which may accrue after the date of this Assignment.

National City's recovery from Herzog Brothers pursuant to this Assignment is expressly limited to the amount paid by National City to Chemtura pursuant to this Assignment (\$809,216.52). In the event that National City receives more than \$809,216.52 as the result of its collection efforts, National City shall remit any excess amount, up to the amount of interest then due and owing to Chemtura, within 10 days of receipt, by certified funds sent to:

Chemtura Corporation  
Attention: Billie S. Flaherty, Esquire, Assistant General Counsel  
199 Benson Road  
Middlebury, CT 06749

From and after the date hereof, Witco and National City each covenant and agree to execute and deliver all such documents and to take all such further actions as the other party hereto may reasonably deem necessary, from time to time, to carry out the intent and purposes of this Assignment and to consummate the transactions contemplated hereby.

Each of National City and Chemtura hereby acknowledges and agrees that it has read and understands this Assignment, was advised by counsel in connection with this Assignment, and is unaware of any factual or legal circumstances which may be construed as a defense against the enforcement or validity of this Assignment in any way whatsoever.

*Intending to be legally bound hereby*, the parties have executed this Assignment as of the date first above-written.

WITNESS:

Chemtura Corporation

By: Billie S. Flaherty  
Name: Billie S. Flaherty  
Title: Assistant General Counsel

ATTEST:

National City Bank of Pennsylvania

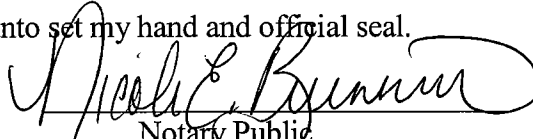
By: Richard J. Klein  
Name: Richard J. Klein  
Title: V.P.

ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA )  
 ) SS:  
COUNTY OF ALLEGHENY )

On this, the 28<sup>th</sup> day of December, 2005, before me, a Notary Public, the undersigned officer, personally appeared Billie S. Flaherty, of Chemtura Corporation (the "Corporation"), an individual, known to me (or satisfactorily proven) to be a Assistant General Counsel of the Corporation and a person who is authorized to execute the within instrument, and acknowledged to me that he executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

  
Notary Public

My Commission Expires:

COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Nicole E. Brunner, Notary Public  
City of Pittsburgh, Allegheny County  
My Commission Expires Sept. 10, 2006

ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA )  
 ) SS:  
COUNTY OF ALLEGHENY )

On this, the 4th day of ~~December, 2005~~ <sup>JANUARY, 2006</sup>, before me, a Notary Public, the undersigned officer, personally appeared RICHARD J. KLEIN, of National City Bank of Pennsylvania (the "Bank"), an individual, known to me (or satisfactorily proven) to be a Vice President of the Bank and a person who is authorized to execute the within instrument, and acknowledged to me that he executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Mary Catherine Macurak  
Notary Public

My Commission Expires:

